



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
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VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, May 9, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

- Appointment – Conservation Commission – Bridget Jakubiak, term to expire 2/24/2019
- Re-Appointment – Conservation Commission – John Kissane, Term to expire 2/24/2019
- Re-Appointment – Conservation Commission – Mary Delbeq – Term to expire 2/24/2018
- Proclamation – National Safe Boating Week, May 21 through 27, 2016

IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

V. OMNIBUS AGENDA

- A. **Approval of Minutes:** Village Board Meeting Monday, April 11, 2016; Committee of the Whole Meeting, Monday, April 11, 2016; Village Board Meeting Monday, April 25, 2016; Committee of the Whole Meeting, Monday, April 25, 2016

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

- A. **Ordinance 2016-22** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 3 Liquor Licenses
- B. **Ordinance 2016-23** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 8 Liquor Licenses
- C. **Ordinance 2016-24** – An Ordinance Authorizing the Purchase of Two 2016 Ford Explorer Police Interceptors and the Disposal of Surplus Property by the Village of Brookfield, Illinois
- D. **Ordinance 2016-25** – An Ordinance Amending Chapter 2 entitled "Administration" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, revising the name and duties of the Village of Brookfield Beautification Committee
- E. **Resolution 2016-1035** – A Resolution Awarding a Contract for the 2016 Supplement Sewer Cleaning and Televising for the Village of Brookfield, Illinois

VIII. Managers Report

- IX. **Executive Session** - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. New Business, continued

- A. **Resolution 2016-1036** – A Resolution to Approve and Authorize the Execution of a First Amendment to the Village of Brookfield Village Manager Employment Agreement

XI. Adjournment



Proclamation

National Safe Boating Week

May 21-27, 2016

Recreational boating is fun and enjoyable, and we are fortunate that we have sufficient resources to accommodate the wide variety of pleasure boating demands. However, our waterways can become crowded at times and be a place of chaos and confusion. While being a marvelous source of recreation, boating, to the unprepared, can be a risky sport. Not knowing or obeying the Navigation Rules or the nautical "Rules of the Road," drinking alcohol or taking drugs while operating a boat, or choosing not to wear your life jacket when doing so is clearly not the smart thing to do, are all examples of human error or a lack of proper judgment. One particular behavior that can reduce the number of boaters who lose their lives by drowning each year by approximately 80% is the wearing of a life jacket. It is a simple task that has the potential to reduce terrible loss in lives.

Knowledge and skills are important in reducing human error and improving judgment. If people are aware of the risk, they are likely to take the precautionary measures to protect themselves and their friends and family. That is why we must continue to spread the messages of boating safety not only during National Safe Boating Week but also throughout the entire year.

Whereas, on average, 700 people die each year in boating-related accidents in the U.S.; approximately 70% of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

Therefore, I, Kit P. Ketchmark do hereby support the goals of the North American Safe Boating Campaign and **proclaim May 21-27, 2016**, as National Safe Boating Week and the start of the year-round effort to promote safe boating.

In Witness Whereof, I urge all those who boat to **"Wear it."** and practice safe boating habits.

Given under my signature and the seal of the Village of Brookfield on May 9, 2016

Kit P. Ketchmark, Village President

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, APRIL 11, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Gilhooley

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Human Resources Director Michelle Robbins, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello.

On Monday April 11, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Appointment – Probationary Police Officer – Morgan Scheer, Probationary period ends 1/07/2017

Village Clerk Brigid Weber administered the Oath of Office.

Appointment – Police Pension Board, Louis Kucera – Term to expire 10/24/2017

Motion by Trustee Garvey, seconded by Trustee Ryan, to approve the appointment of Louise Kucera to the Police Pension Board with a term to expire on October 24, 2017. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Appointment – Police Pension Board – Jennifer Poltrock – Term to expire 10/24/2017

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to appoint Jennifer Poltrock to the Police Pension Board with a term to expire on October 24, 2017. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley. Village Clerk Brigid Weber administered the Oath of Office.

Appointment – Special Events Committee – Mary Vyskocil – Term to expire 5/31/2017

Motion by Trustee LeClere, seconded by Trustee Ryan, to approve the appointment of Mary Vyskocil to the Special Events Committee with a term to expire on May 31, 2017. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley. Village Clerk Brigid Weber administered the Oath of Office.

Proclamation – National Library Week 2016

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, March 28, 2016; Committee of the Whole Meeting, Monday, March 28, 2016.

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve the Omnibus Agenda of the regular Village Board meeting of April 11, 2016. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

Approval of Warrant dated April 11, 2016 - \$1,085,195.97

Motion by Trustee Oberhauser, seconded by Trustee Garvey to approve the Warrant dated April 11, 2016 in the amount of \$1,085,195.97 Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Conservation Commission

Next meeting to be scheduled for later this month/April.

Library & Parks & Recreation – Trustee Gilhooley

No report

Beautification, Chamber of Commerce – Trustee Ryan

Beautification Commission scheduled to meet April 12, 2016 to wrap up details regarding Project NICE – scheduled for April 23, 2016.

Chamber's monthly lunch meeting scheduled for Thursday, April 14, 2016 at Irish Times at Noon.

Chamber planning for May 21, 2016 Street Dance and Farmer's Market scheduled to open June 4, 2016.

Administration, DPW, Public Safety – Trustee Evans

Public Works will begin hydrant flushing between Ogden Avenue and BNSF tracks from Eberly Avenue to Custer Avenue starting Wednesday, April 13, 2016. Signs to be posted advising residents.

Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey

Electronics Recycling Event scheduled for Saturday, April 16, 2016 in Westchester. Information on Village's website.

Special Events – Trustee LeClere

Meeting held last week. The group has been working on Battle of The Bands scheduled in May and Concerts in the Park entertainment.

Fourth of July Parade – need judges and participants.

⑤ Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

PZED meeting report – a policy resolution entitled "Complete Streets Policy" will come before the Board in May regarding the impact streets have on the community to aid with future grant funding.

Bicycle Event scheduled for May 21, 2016.

Zoning Modernization – Public Hearing likely in July with a Town Hall Meeting to follow. Subcommittee meeting to be scheduled for later in April.

Reminder regarding the WCMC Dinner scheduled for May 13, 2016.

Email regarding WCIU TV station in town next week filming feature on local Villages.

NEW BUSINESS

Ordinance 2016-19 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class 8 Liquor Licenses

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Ordinance 2016-19 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class 8 Liquor Licenses. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Ordinance 2016-20 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class S3 Liquor Licenses

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Ordinance 2016-20 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class S3 Liquor Licenses. Ordinance 2016-20 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class S3 Liquor Licenses. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Resolution 2016-1025 – A Resolution Approving the 2016 Community Development Block Grant Application

Motion by Trustee Ryan, seconded by Trustee LeClere, to approve Resolution 2016-1025 – A Resolution Approving the 2016 Community Development Block Grant Application. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Resolution 2016-1026 – A Resolution Awarding a Contract for the Inspection and Repair of Underground Diesel Oil Storage Tank for the Village of Brookfield, Illinois

Motion by Trustee Evans, seconded by Trustee Garvey, to approve Resolution 2016-1026 – A Resolution Awarding a Contract for the Inspection and Repair of Underground Diesel Oil Storage Tank for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Resolution 2016-1027 – A Resolution Authorizing the Execution of a Tax Exemption Certificate and Agreement and an Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Prairie/Washington Pump Station Improvements

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Resolution 2016-1027 – A Resolution Authorizing the Execution of a Tax Exemption Certificate and Agreement and an Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Prairie/Washington Pump Station Improvements. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

🌀 Village Manager's Report – Keith Sbiral

New link on Village's website to give residents updates on the progress of the Shields Avenue project.

The Brookfield Avenue bridge construction anticipated to begin in 2018.

Pump station meeting tomorrow at MWRD

Finalizing bids for loans from approved lending institutions and leasing institutions for Fire Department equipment

Vehicle sticker applications scheduled to go out to residents on May 2, 2016.

Community Development – increase in numbers of permits during first quarter 2016 with a substantial financial increase over first quarter 2016.

Community Development Director Nick Greifer appointed to the Illinois Tax Increment Association Board of Directors.

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee Ryan, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of April 11, 2016 at 6:58 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Evans, seconded by Trustee Garvey, to reconvene the Regular Village Board Meeting of April 11, 2016 at 7:29 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

EXECUTIVE SESSION

EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to adjourn the Regular Village Board of Trustees meeting of April 11, 2016 at 7:30 p.m. in order to conduct an Executive Session - Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a

price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of April 11 2016 at 8:36 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of April 11, 2016 at 8:36 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

**Brigid Weber
Village Clerk
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY APRIL 11, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Gilhooley

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Human Resources Director Michelle Robbins, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello.

On Monday, April 11, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:58 P.M.

Discussion Items:

Class S1 Liquor License, Brookfield Ale House, Outdoor Café

As stated the Committee Item Memo contained in the Board Packet for the Regular Village Board meeting of April 11, 2016, Mr. Stephen Landry of the Brookfield Ale House, 8900 Fairview Avenue, has a business plan that includes the service of food, liquor and entertainment for the venue and is now coming to the board to request a Class S1 Liquor License for outdoor liquor service. Staff requests the Board consider the applicant's request. Item to be on agenda for approval vote at the Regular Village Board Meeting scheduled for April 25, 2016.

Referendum Action Plan

Staff presented a Referendum Action Plan outlining the various implementation components for the street program proposed and approved on March 15, 2016 including the timeline for the 2016-2017 construction years as well as the first bond issuance. Staff presented the course of action required to accomplish the 2016 construction plan and requested to execute the required agreements and approvals.

Houston-Galveston Area Council Cooperative Purchasing Program

As stated the Committee Item Memo contained in the Board Packet for the Regular Village Board meeting of April 11, 2016, Staff recommends the Village Board approve the execution of the contract with HGAC Buy Interlocal Contract in order to realize considerable cost savings when purchasing apparatus.

ADJOURN

Motion by Trustee Evans, seconded by Trustee LeClere to adjourn the Committee of the Whole meeting of April 11, 2016 at 7:29 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

Brigid Weber
Village Clerk
Village of Brookfield

/lls

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, APRIL 25, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello.

On Monday April 25, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Presentation for Donation Check for Trees – Jason Vitell, Brookfield LaGrange Park Lyons Club

Proclamation - Arbor Day April 29, 2016

Appointment – Karl Sokol, Beautification Committee – Term to Expire March 27, 2019

Motion by Trustee Ryan, seconded by Trustee Evans, to approve the appointment of Karl Sokol to the Beautification Committee with a term to expire on March 27, 2019. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

PUBLIC COMMENT

OMNIBUS AGENDA

No Items for Omnibus Agenda

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

☉ Approval of Warrant dated April 25, 2016 - \$565,265.56

Motion by Trustee Oberhauser, seconded by Trustee Garvey to approve the Warrant dated April 25, 2016 in the amount of \$565,265.56. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

- ⑤ Conservation Commission
- ⑤ Library & Parks & Recreation – Trustee Gilhooley
- ⑤ Beautification, Chamber of Commerce – Trustee Ryan
- ⑤ Administration, DPW, Public Safety – Trustee Evans
- ⑤ Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey
- ⑤ Special Events – Trustee LeClere
- ⑤ Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

NEW BUSINESS

Ordinance 2016-21: An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class S1 Liquor Licenses.

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Ordinance 2016-21: An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class S1 Liquor Licenses. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Resolution 2016-1028 – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Brookfield and the Village of Lyons for Improvements to Custer Avenue.

Motion by Trustee LeClere, seconded by Trustee Evans, to approve Resolution 2016-1028 – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Brookfield and the Village of Lyons for Improvements to Custer Avenue. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Resolution 2016-1029- A Resolution to Approve and Authorize the Execution of a Professional Design and Construction Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois for 2016 Street Improvements Project.

Motion by Trustee Ryan, seconded by Trustee Evans, to approve Resolution 2016-1029- A Resolution to Approve and Authorize the Execution of a Professional Design and Construction Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois for 2016 Street Improvements Project. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Resolution 2016-1030 – A Resolution Awarding a Contract for the 2016 Sewer Cleaning and Televising for the Village of Brookfield, Illinois.

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Resolution 2016-1030 – A Resolution Awarding a Contract for the 2016 Sewer Cleaning and Televising for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Resolution 2016-1032 – A Resolution Authorizing the Execution of a Legal Services Agreement by and between Storino, Ramello and Durkin and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016.

Motion by Trustee Evans, seconded by Trustee Garvey, to approve Resolution 2016-1032 – A Resolution Authorizing the Execution of a Legal Services Agreement by and between Storino, Ramello and Durkin and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Resolution – 2016-1033 A Resolution Authorizing the Execution of A Consultant Services Agreement by and between Kane McKenna Capital, Inc. and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016.

Motion by Trustee Ryan, seconded by Trustee Oberhauser, to approve Resolution – A Resolution Authorizing the Execution of A Consultant Services Agreement by and between Kane McKenna Capital, Inc. and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Resolution 2016-1034 – A Resolution Authorizing the Execution of a Legal Services Agreement by and between Chapman and Cutler, LLP and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016.

Motion by Trustee Gilhooley, seconded by Trustee Evans, to approve Resolution 2016-1034 – A Resolution Authorizing the Execution of a Legal Services Agreement by and between Chapman and Cutler, LLP and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

📍 Village Manager's Report – Keith Sbiral

Shields Avenue Project on schedule. Updates and street closures on the project posted on Village's website
Ongoing discussions between our Public Safety Departments regarding modifications to Telecommunications Department. Proposed Plan of Action to be prepared and submitted to the State in July 2017.
Bike Brookfield Event registration
Zoning Modernization Project to be discussed at meeting on April 26, 2016
Community Economic Webpages – overhauled and have gone live & receiving positive feedback.
Rain Barrel update

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee LeClere, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of April 25, 2016 at 6:57 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee Evans, to reconvene the Regular Village Board Meeting of April 25, 2016 at 7:28 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Gilhooley.

EXECUTIVE SESSION

EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

Motion by Trustee LeClere, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of April 25, 2016 at 7:29 p.m. in order to conduct an Executive Session - Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee LeClere, to reconvene the Regular Village Board meeting of April 25 2016 at 8:38 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

NEW BUSINESS – continued

Resolution 2016-1031 – A Resolution to Approve and Authorize the Execution of a First Amendment to the Village of Brookfield Village Manager Employment Agreement.

Motion by Trustee Garvey, seconded by Trustee Evans, to **Table** Resolution 2016-1031 – A Resolution to Approve and Authorize the Execution of a First Amendment to the Village of Brookfield Village Manager Employment Agreement. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of April 25, 2016 at 8:39 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Brigid Weber
Village Clerk
Village of Brookfield

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY APRIL 25, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Human Resources Director Michelle Robbins, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello.

On Monday, April 25, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:57 P.M.

Discussion Items:

Class 3 Liquor License – 3100 Maple Avenue

New owners of the gas station located at 3100 Maple Avenue have requested a Class 3 Liquor License. Staff requests that the Board consider the applicants request. Item to be on Agenda for approval vote at the Regular Village Board Meeting scheduled for May 9, 2016.

Class 8 Liquor License – Holy Covenant Church

The Holy Covenant Church will be holding a fundraiser dance at the church on May 4, 2016 from 7:00 p.m. to 10:00 p.m. and would like to serve beer and wine at this event. Staff requests that the Board approve this request. Item to be on Agenda for approval vote at the Regular Village Board Meeting scheduled for May 9, 2016.

Beautification Committee Changes

Staff recommends the Village of Brookfield Committee of the Whole review and approve the following provisions as cited for subsequent consideration by the Village Board: Approval of an Ordinance that would facilitate orderly meetings of the Beautification Committee by reducing the membership from 9 to 7 and change the meeting start time to 6:00 P.M. on the second Tuesday of each month.

Capital Equipment Loan Rate

Staff recommends approval of an Ordinance authorizing a loan in an amount not to exceed \$800,000 for the purpose of purchasing a new fire engine and certain Public Works Equipment. Proposed ordinance to be on Agenda for approval vote at the Regular Village Board meeting scheduled for May 9, 2016.

Squad Car Purchase

Staff recommends the Committee moves forward with the purchase of the two vehicles detailed in the Committee Item Memo from Police Chief James Episcopo wherein the purchase of two 2016 Ford Explorers/Police Interceptors from Rizza Ford in North Riverside, Illinois. Item to be on to be on Agenda for approval vote at the Regular Village Board meeting scheduled for May 9, 2016.

Water and Garbage Rate Increases

As detailed in the Committee Item Memo from Village Manager Keith Sbiral, increases in water and garbage rates from providers Brookfield-North Riverside Water Commission and Groot. Staff recommends the Board approve an amendment to chapter 28, Water and Sewers of the Village of Brookfield. Item to be on Agenda for approval vote at the Regular Village Board meeting scheduled for May 9, 2016.

Emerald Ash Borer Update

Update provided by Director of Public Works, Ken Blaauw – noting that 300 Ash trees have been removed since 2014 and that the potential for the removal of several hundred additional ash trees remains. However, the Village is starting to focus on the reforestation of the Village's right-of-ways. An update provided to the Board outlines the approach for removals and reforestation based on projected funding.

Brigid Weber
Village Clerk
Village of Brookfield

/lls

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 05/09/2016

FOR THE PERIOD 04/26/2016 TO 05/09/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 05/09/2016 in the Total Amount of \$963,744.35

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
19473	04/26/2016	Open			Utility Management Refund	VOLEK, PAUL	\$37.11		
19474	04/26/2016	Open			Utility Management Refund	SCALISE, J, M	\$37.11		
19475	04/26/2016	Open			Utility Management Refund	MEDINA, J, A	\$177.50		
19476	04/26/2016	Open			Utility Management Refund	SPEVAK, V, A	\$61.86		
19477	04/26/2016	Open			Utility Management Refund	INVITATION HOMES	\$31.66		
Account Type Account Number Description Transaction Date Transaction Type									
Residential 300250-003 04/26/2016 REFUND ADJUSTMENT									
19478	04/26/2016	Open			Utility Management Refund	Jovic Builders Inc	\$36.95		
19479	04/27/2016	Open			Utility Management Refund	WEBER, MARK	\$285.54		
Account Type Account Number Description Transaction Date Transaction Type									
Residential 201677-004 04/27/2016 REFUND ADJUSTMENT									
19480	04/28/2016	Open			Utility Management Refund	WOODLAND BUILDERS	\$131.86		
19481	05/02/2016	Open			Utility Management Refund	INVITATION HOMES	\$9.87		
19482	05/02/2016	Open			Utility Management Refund	BLISS, N	\$37.11		
19483	05/02/2016	Open			Utility Management Refund	FANNIE MAE	\$47.30		
19484	05/09/2016	Open			Accounts Payable	A & M Parts Inc.	\$355.99		
Invoice Date Description Amount									
566848	05/03/2016				2dr 5 8 hexbit skt		\$9.95		
567430	05/03/2016				halogen caps, wshld wash, antifreeze, mag/tool tray,		\$172.35		
					hose clamp				
567106	05/03/2016				core deposit		(\$600.00)		
566804	04/26/2016				credit		(\$9.95)		
565940	04/26/2016				radiator cap		\$4.89		
566329	04/26/2016				credit		(\$14.20)		
565997	04/26/2016				pocket f light		\$11.84		
566585	04/26/2016				alternator		\$49.58		
566550	04/26/2016				battery, safety gloves		\$92.88		
566726	04/26/2016				battery core dep		\$60.94		
566623	04/26/2016				TIE GRO		\$58.54		
565476	04/26/2016				thermostat; drivebelt, etc		\$203.88		
565294	04/26/2016				4 ton stand		\$49.99		
564663	04/26/2016				battery charger		\$42.99		
564122	04/26/2016				coolant temp sensor		\$17.11		
564023	04/26/2016				heater hose,		\$26.48		
563148	04/26/2016				spindle nut socket		\$26.40		
377342	04/26/2016				serpentine belt		\$45.22		
566397	04/26/2016				rolls paper CS2		\$107.10		

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19485	05/09/2016	Open			Accounts Payable	A. Block Marketing, Inc.	\$75.00		
	Invoice		Date	Description		Amount			
	00066538		04/26/2016	tipping fee		\$25.00			
	00066536		04/26/2016	tipping fee		\$50.00			
19486	05/09/2016	Open			Accounts Payable	AIS	\$21,871.05		
	Invoice		Date	Description		Amount			
	53791		05/03/2016	computer equip		\$991.56			
	53965		05/03/2016	IT CONSULTING		\$6,162.50			
	54192		05/03/2016	IT CONSULTING		\$2,443.75			
	54239		05/03/2016	computer equip		\$1,695.00			
	54293		05/03/2016	IT CONSULTING		\$99.99			
	54374		05/03/2016	computer equip		\$4,889.50			
	54432		05/03/2016	IT CONSULTING		\$4,738.75			
	54686		05/03/2016	IT CONSULTING		\$850.00			
19487	05/09/2016	Open			Accounts Payable	American Public Works Assoc.	\$500.00		
	Invoice		Date	Description		Amount			
	4/28/2016		05/03/2016	expo attendees		\$500.00			
19488	05/09/2016	Open			Accounts Payable	AT&T	\$3,281.55		
	Invoice		Date	Description		Amount			
	2016-00000298		05/03/2016	708-Z14-0030 532 9		\$336.13			
	2016-00000299		05/03/2016	708-Z14-0033 533 4		\$336.13			
	2016-00000300		05/03/2016	708-Z14-0045 566 0		\$2,273.16			
	2016-00000301		05/03/2016	708-Z14-0019 530 8		\$336.13			
19489	05/09/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$2,624.64		
	Invoice		Date	Description		Amount			
	43815		05/03/2016	Project #1114849, 8832 Congress Park		\$683.84			
	43794		05/03/2016	March 2016 inspections		\$786.40			
	43774		04/26/2016	permit 3334 Vernon		\$611.84			
	43773		04/26/2016	alteration permit		\$542.56			
19490	05/09/2016	Open			Accounts Payable	Bank of New York Mellon, The	\$375.00		
	Invoice		Date	Description		Amount			
	375.00		04/26/2016	ssa#6		\$375.00			
19491	05/09/2016	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$139,971.33		
	Invoice		Date	Description		Amount			
	2016-00000315		04/26/2016	medical insurance premiums-acct #051133		\$139,971.33			
19492	05/09/2016	Open			Accounts Payable	Brookfield-La Grange Park Lions Club	\$200.00		
	Invoice		Date	Description		Amount			
	04222016		04/26/2016	ff of year award for guests of FD members (10 guests)		\$200.00			
19493	05/09/2016	Open			Accounts Payable	Cargill Incorporated	\$3,098.54		
	Invoice		Date	Description		Amount			
	2902788399		04/26/2016	deicer		\$3,098.54			
19494	05/09/2016	Open			Accounts Payable	Case Lots, Inc.	\$1,243.40		
	Invoice		Date	Description		Amount			
	012795		05/03/2016	soap, bleach, black liners		\$425.10			
	012791		05/03/2016	paper towels, toilet tissue, can liners		\$195.90			

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	012814		05/03/2016		fabuloso, bleach, toilet tissue, pink screen w/block, degreaser		\$622.40		
19495	05/09/2016	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$670.00		
	Invoice		Date	Description		Amount			
	13922		05/03/2016	police badges		\$670.00			
19496	05/09/2016	Open			Accounts Payable	Cintas Corp	\$76.15		
	Invoice		Date	Description		Amount			
	5004964052		05/03/2016	first aid supplies		\$76.15			
19497	05/09/2016	Open			Accounts Payable	Ciorba Group	\$19,211.50		
	Invoice		Date	Description		Amount			
	22622		04/26/2016	engineering (Brookfield Ave over Salt Creek)		\$19,211.50			
19498	05/09/2016	Open			Accounts Payable	Comcast	\$28.52		
	Invoice		Date	Description		Amount			
	2016-00000302		05/03/2016	8771 20 167 0009616 - cable at VH		\$10.55			
	2016-00000303		05/03/2016	8771 20 167 0016389 - cable at DPW		\$17.97			
19499	05/09/2016	Open			Accounts Payable	ComEd	\$342.36		
	Invoice		Date	Description		Amount			
	2016-00000304		05/03/2016	0683030051 - svc @ 8652 Southview		\$30.66			
	2016-00000305		05/03/2016	2427077087 - svc @ 4315 Park Concession Stand		\$184.28			
	2016-00000306		05/03/2016	3543076047 - svc @ 9001 Shields		\$127.42			
19500	05/09/2016	Open			Accounts Payable	Connell Plumbing, Inc.	\$305.00		
	Invoice		Date	Description		Amount			
	042016		05/03/2016	repair faucet at 4130 Blanchan due to water main being shut off		\$140.00			
	04132016		04/26/2016	cap water line police stations		\$165.00			
19501	05/09/2016	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$8,867.99		
	Invoice		Date	Description		Amount			
	2016-00000312		04/26/2016	Dental Insurance - group #10448-000-00001-00000		\$8,498.34			
	2016-00000313		04/26/2016	Vision Insurance		\$220.57			
	2016-00000314		04/26/2016	Dental Insurance - group #10448-000-00002-00001		\$149.08			
19502	05/09/2016	Open			Accounts Payable	DuPage Topsoil Inc.	\$1,725.00		
	Invoice		Date	Description		Amount			
	042079		04/26/2016	semis pulv		\$1,035.00			
	042078		04/26/2016	semis pulv		\$690.00			
19503	05/09/2016	Open			Accounts Payable	Factory Motor Parts	\$315.22		
	Invoice		Date	Description		Amount			
	50-Y03163		04/26/2016	credit		(\$90.50)			
	50-1312463		04/26/2016	front suspension Ford Crown Victoria		\$204.88			
	50-1307144		04/26/2016	dual fan assembly		\$187.44			
	50-1307438		04/26/2016	oil filler		\$13.40			
19504	05/09/2016	Open			Accounts Payable	Fire Service, Inc.	\$32.81		
	Invoice		Date	Description		Amount			
	11321		05/03/2016	it erl pmp pnl		\$32.81			
19505	05/09/2016	Open			Accounts Payable	Fullmer Locksmith Service	\$262.20		
	Invoice		Date	Description		Amount			
	n05297		04/26/2016	kwikset 335 26D pocket door lock		\$29.95			

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	N05025		04/26/2016			schlage C123 keys to key AA, service call	\$232.25		
19506	05/09/2016	Open			Accounts Payable	Groot Industries, Inc.	\$9,164.65		
	Invoice		Date	Description			Amount		
	VILL4545		04/26/2016			garbage	\$9,164.65		
19507	05/09/2016	Open			Accounts Payable	Health Endeavors, SC	\$9,464.00		
	Invoice		Date	Description			Amount		
	4764		05/03/2016			FD physicals	\$9,464.00		
19508	05/09/2016	Open			Accounts Payable	Hinsdale Nurseries	\$204.00		
	Invoice		Date	Description			Amount		
	1526695		05/03/2016			chanticleer pear	\$204.00		
19509	05/09/2016	Open			Accounts Payable	House of Doors, Inc.	\$661.41		
	Invoice		Date	Description			Amount		
	5674		04/26/2016			overhead door repair	\$661.41		
19510	05/09/2016	Open			Accounts Payable	IPELRA	\$110.00		
	Invoice		Date	Description			Amount		
	04212016		04/26/2016			Blaauw/Robbins registration	\$110.00		
19511	05/09/2016	Open			Accounts Payable	IRMA	\$204.00		
	Invoice		Date	Description			Amount		
	IVC0009677		05/03/2016			flagger training	\$204.00		
19512	05/09/2016	Open			Accounts Payable	Kiesler's Police Supply	\$1,793.30		
	Invoice		Date	Description			Amount		
	0790205		05/03/2016			federal 223rem 55gr mc/bt	\$1,793.30		
19513	05/09/2016	Open			Accounts Payable	Koch, Chad	\$1,646.40		
	Invoice		Date	Description			Amount		
	160428		05/03/2016			martial arts - winter session 4	\$736.00		
	160425		05/03/2016			yoga/tai chi - winter session 2	\$910.40		
19514	05/09/2016	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$3,699.00		
	Invoice		Date	Description			Amount		
	S-22382		05/03/2016			maintenance per service agreement	\$3,699.00		
19515	05/09/2016	Open			Accounts Payable	Madison National Life Insurance Co.	\$730.44		
	Invoice		Date	Description			Amount		
	2016-00000307		04/26/2016			ins adm fees	\$730.44		
19516	05/09/2016	Open			Accounts Payable	Mc Allister Equipment Co.	\$120.00		
	Invoice		Date	Description			Amount		
	AP102040		04/26/2016			lock cylinder set	\$120.00		
19517	05/09/2016	Open			Accounts Payable	Menards	\$1,457.18		
	Invoice		Date	Description			Amount		
	31968		04/26/2016			4" rlr cover replacements, ultra ext s-g paint	\$33.94		
	32098		04/26/2016			rakes, shovels	\$294.47		
	31240		04/26/2016			caulk gun, ultra quik grip 10 oz	\$10.24		
	31362		04/26/2016			coupling, mechaniz 4x impact	\$37.97		
	31649		04/26/2016			stretch wrap, fixed eye, quick link	\$140.32		
	31559		04/26/2016			vinyl tubing, pulley swivel, perf gloves, floor squeege, etc	\$40.12		
	32690		05/03/2016			street materials	\$358.03		

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	32191		05/03/2016		strap hinge, sewer cap, sewer pipe, stud		\$61.13		
	32320		05/03/2016		lag screws, hvy duty t-hinge		(\$0.54)		
	32413		05/03/2016		commercial spray gun		\$48.99		
	32434		05/03/2016		copper pipe, minimaxtube cutter, drain valve male ips		\$33.40		
	32412		05/03/2016		bcx ul		\$157.68		
	32396		05/03/2016		tapcon fit, vinyl tubing, adjustable nozzle, brasstwist nozzle		\$45.70		
	32305		05/03/2016		lag bolt, barrel bolt, hvy duty t-hinge-zin		\$31.67		
	32185		05/03/2016		pl qc coupling		\$15.96		
	32811		05/03/2016		sharpie ind, 6000 series rpl cartg, primer&cem, ultra quik grip		\$28.52		
	32810		05/03/2016		bcx ul		\$105.12		
	32842		05/03/2016		stripper, wire wheel brush coars		\$14.46		
19518	05/09/2016	Open			Accounts Payable	Mobile Fastener Co.	\$106.68		
	Invoice		Date	Description		Amount			
	b27294		04/26/2016	parts for repair		\$106.68			
19519	05/09/2016	Open			Accounts Payable	Morning, Noon & Night Plumbing	\$325.00		
	Invoice		Date	Description		Amount			
	16618		04/26/2016	repair for recreation dept bathrooms		\$325.00			
19520	05/09/2016	Open			Accounts Payable	National Seed	\$514.40		
	Invoice		Date	Description		Amount			
	559781SI		05/03/2016	field of dreams reseeder mix, pennmuich		\$514.40			
19521	05/09/2016	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	30900516		05/03/2016	premium for 5/2016		\$184.00			
19522	05/09/2016	Open			Accounts Payable	NICK'S METAL FABRICATING	\$700.00		
	Invoice		Date	Description		Amount			
	4114 4/14		04/26/2016	angles 3x3 18 pcs		\$700.00			
19523	05/09/2016	Open			Accounts Payable	Otis Elevator Co.	\$3,666.10		
	Invoice		Date	Description		Amount			
	CYS64317U516		04/26/2016	light service 05/01/2016-04/30/2017		\$3,666.10			
19524	05/09/2016	Open			Accounts Payable	Perfect Mulch Products	\$40.00		
	Invoice		Date	Description		Amount			
	23258		05/03/2016	tipping fee		\$40.00			
19525	05/09/2016	Open			Accounts Payable	Phoenix Fire Systems, Inc.	\$73.19		
	Invoice		Date	Description		Amount			
	9140		05/03/2016	polyester blankets		\$73.19			
19526	05/09/2016	Open			Accounts Payable	Qualification Targets Inc.	\$96.92		
	Invoice		Date	Description		Amount			
	21601486		05/03/2016	full size silhouette		\$96.92			
19527	05/09/2016	Open			Accounts Payable	Quill Corporation	\$205.99		
	Invoice		Date	Description		Amount			
	4968971		04/26/2016	die cut handle bag 500 arbor day		\$205.99			
19528	05/09/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$3,421.62		
	Invoice		Date	Description		Amount			
	1555017		05/03/2016	golden		\$24.00			

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1562632		05/03/2016	berry			\$305.85		
	1567184		05/03/2016	roache			\$38.00		
	1601793		05/03/2016	golden			\$8.00		
	1601796		05/03/2016	scheer			\$921.06		
	1605446		05/03/2016	mihalik			\$48.00		
	1611127		05/03/2016	episcopo			\$137.70		
	1611128		05/03/2016	episcopo			\$26.95		
	1613937		05/03/2016	kross			\$180.00		
	1613992		05/03/2016	harrison			\$360.00		
	1614784		05/03/2016	guarino			(\$166.24)		
	1614786		05/03/2016	guarino			\$161.49		
	1614788		05/03/2016	guarino			\$160.00		
	1618941		05/03/2016	salava			\$1,047.85		
	1618943		05/03/2016	petrak			\$168.96		
19529	05/09/2016	Open			Accounts Payable	Richardson, Anita		\$1,200.00	
	Invoice		Date	Description			Amount		
	2016-4		05/03/2016	April adjudication			\$1,200.00		
19530	05/09/2016	Open			Accounts Payable	Ricmar Industries		\$85.27	
	Invoice		Date	Description			Amount		
	323531		04/26/2016	brite			\$85.27		
19531	05/09/2016	Open			Accounts Payable	Rush Truck Center - Chicago		\$451.29	
	Invoice		Date	Description			Amount		
	3002376889		05/03/2016	arm steering gear, filter oil p/s reservoir			\$181.03		
	3002186602		04/26/2016	filter, assy coil, fuel filter			\$270.26		
19532	05/09/2016	Open			Accounts Payable	Russo's Power Equipment Inc		\$857.70	
	Invoice		Date	Description			Amount		
	3051981		04/26/2016	gloves, tree gator 20 gal			\$857.70		
19533	05/09/2016	Open			Accounts Payable	Sam's Club		\$98.43	
	Invoice		Date	Description			Amount		
	004610		05/03/2016	plates, forks, npl, aa batteries			\$98.43		
19534	05/09/2016	Open			Accounts Payable	Scot Decal Co., Inc.		\$8,329.25	
	Invoice		Date	Description			Amount		
	25973		05/03/2016	2016 vehicle stickers			\$8,329.25		
19535	05/09/2016	Open			Accounts Payable	Shirt Printing 4 U		\$324.00	
	Invoice		Date	Description			Amount		
	8351074		05/03/2016	south sub major crimes task force - embroidery			\$324.00		
19536	05/09/2016	Open			Accounts Payable	Snap-On Tools		\$39.50	
	Invoice		Date	Description			Amount		
	04221619242		04/26/2016	5pt penta skt			\$39.50		
19537	05/09/2016	Open			Accounts Payable	Special T Unlimited		\$794.00	
	Invoice		Date	Description			Amount		
	18545		04/26/2016	50/50 tshirts			\$794.00		
19538	05/09/2016	Open			Accounts Payable	Staples Advantage		\$214.31	
	Invoice		Date	Description			Amount		
	3297368334		05/03/2016	binder framed view, hvy duty trip wall, binders, file pkt 3.5 ex			\$68.15		

Corporate Warrant-05/09/2016

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	3297368333		05/03/2016		std lip chrmat, comp vert file, file jacket		\$146.16		
19539	05/09/2016	Open			Accounts Payable	Suburban Laboratories, Inc.	\$620.00		
	Invoice		Date	Description		Amount			
	133518		05/03/2016	disinfectant by products, coliform presence-absence for IEPA		\$620.00			
19540	05/09/2016	Open			Accounts Payable	Suburban Truck Parts	\$2,470.29		
	Invoice		Date	Description		Amount			
	32408		04/26/2016	power steering fluid, filter		\$908.80			
	32537		04/26/2016	air drier, elbow, parts		\$626.27			
	32589		04/26/2016	SG BLACK		\$325.34			
	32777		05/03/2016	solvent, tank valve		\$42.50			
	32713		05/03/2016	reman strg g/box		\$595.00			
	32770		05/03/2016	elbow		(\$27.62)			
19541	05/09/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$995.00		
	Invoice		Date	Description		Amount			
	19354		05/03/2016	veh sticker software annual maint fee		\$995.00			
19542	05/09/2016	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$43.00		
	Invoice		Date	Description		Amount			
	16-1273		05/03/2016	elevator inspection		\$43.00			
19543	05/09/2016	Open			Accounts Payable	Tischler Finer Foods	\$287.52		
	Invoice		Date	Description		Amount			
	0001535-IN		04/26/2016	grocery		\$287.52			
19544	05/09/2016	Open			Accounts Payable	Treasurer, State of Illinois	\$3,948.75		
	Invoice		Date	Description		Amount			
	43576		04/26/2016	traffic signals (31 & Prairie),(Ogden @ Custer), (Maple @ 30th)		\$3,948.75			
19545	05/09/2016	Open			Accounts Payable	Unifirst Corporation	\$848.29		
	Invoice		Date	Description		Amount			
	2016-00000290		04/26/2016	laundry service		\$154.47			
	2016-00000291		04/26/2016	Village Hall Mats		\$119.85			
	2016-00000292		04/26/2016	Metra Station Mats		\$28.25			
	2016-00000293		04/26/2016	Public Works Mats		\$26.15			
	081 1109983		05/03/2016	laundry service		\$345.32			
	061 0971442		05/03/2016	Village Hall Mats		\$119.85			
	061 0971443		05/03/2016	Metra Station Mats		\$28.25			
	061 0971441		05/03/2016	Public Works Mats		\$26.15			
19546	05/09/2016	Open			Accounts Payable	University of Illinois	\$1,146.00		
	Invoice		Date	Description		Amount			
	UPIN8104		05/03/2016	PFI #3154 Training charges		\$1,146.00			
19547	05/09/2016	Open			Accounts Payable	USA Bluebook	\$3,546.95		
	Invoice		Date	Description		Amount			
	928104		05/03/2016	boot brush heavy duty		\$91.65			
	932974		05/03/2016	california hydrant meter		\$3,455.30			

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19548	05/09/2016	Open			Accounts Payable	Verizon Wireless	\$215.44		
	Invoice		Date	Description		Amount			
	9763950367		05/03/2016	wireless service		\$72.08			
	9764331586		05/03/2016	trustee ipads		\$143.36			
19549	05/09/2016	Open			Accounts Payable	Village of Romeoville Fire Academy	\$2,600.00		
	Invoice		Date	Description		Amount			
	2016-196		05/03/2016	rope operations		\$435.00			
	2016-179		05/03/2016	advanced technician firefighter		\$1,030.00			
	2016-174		05/03/2016	vehicle & machinery technician		\$575.00			
	2016-166		05/03/2016	rapid intervention company operations		\$560.00			
19550	05/09/2016	Open			Accounts Payable	Visa	\$5,295.03		
	Invoice		Date	Description		Amount			
	2016-00000288		04/26/2016	dept of public works *2033		\$749.33			
	2016-00000289		04/26/2016	recreation acct *0953		\$1,185.73			
	2016-00000318		05/03/2016	fire dept *2058		\$1,295.70			
	2016-00000319		05/03/2016	police dept *2090		\$1,693.29			
	2016-00000320		05/03/2016	admin acct *1795		\$199.50			
	2016-00000321		05/03/2016	CEDD account *2025		\$171.48			
19551	05/09/2016	Open			Accounts Payable	Wentworth Tire Service	\$506.72		
	Invoice		Date	Description		Amount			
	449016		04/26/2016	firehawk gt V pursuit		\$506.72			
19552	05/09/2016	Open			Accounts Payable	Westfield Ford	\$49.89		
	Invoice		Date	Description		Amount			
	611496		04/26/2016	tube-oil level indicator		\$23.93			
	611582		05/03/2016	bolt		\$25.96			
19553	05/09/2016	Open			Accounts Payable	Wholesale Direct Inc.	\$267.22		
	Invoice		Date	Description		Amount			
	000220613		05/03/2016	hydraulic motor, hub spinner		\$267.22			
19554	05/09/2016	Open			Accounts Payable	Wirtz Rentals Co.	\$450.00		
	Invoice		Date	Description		Amount			
	28020-1		04/26/2016	kubota w/tracks		\$450.00			
19555	05/09/2016	Open			Accounts Payable	Zimmerman, Ryan	\$120.00		
	Invoice		Date	Description		Amount			
	1007		05/03/2016	weather by request spring/summer weather payment		\$120.00			
19556	05/09/2016	Open			Accounts Payable	Scheer, Morgan	\$195.57		
	Invoice		Date	Description		Amount			
	042216		04/27/2016	training expense - fuel		\$195.57			
19557	05/09/2016	Open			Accounts Payable	Jimenez, Carlos	\$159.00		
	Invoice		Date	Description		Amount			
	021316		04/27/2016	uniform shoes		\$159.00			
19558	05/09/2016	Open			Accounts Payable	Bernacki, Scott	\$97.80		
	Invoice		Date	Description		Amount			
	042116		04/27/2016	Reimbursement for expenses at NWS conference		\$97.80			

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19559	05/09/2016	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$304,699.20		
	Invoice		Date	Description		Amount			
	050216		04/27/2016	April 2016 water		\$304,699.20			
19560	05/09/2016	Open			Accounts Payable	Unique Plumbing Inc.	\$1,136.62		
	Invoice		Date	Description		Amount			
	042816		04/27/2016	refund of deposit for rental of hydrant meter		\$1,136.62			
19561	05/09/2016	Open			Accounts Payable	Acqua Corp	\$1,900.00		
	Invoice		Date	Description		Amount			
	042816		04/27/2016	refund of deposit for hydrant meter		\$1,900.00			
19562	05/09/2016	Open			Accounts Payable	Koenig, Sylvia	\$150.00		
	Invoice		Date	Description		Amount			
	RT3630		04/27/2016	refund for Horse/Bird Show		\$150.00			
Type Check Totals:							90 Transactions	\$589,057.44	
EFT									
393	05/09/2016	Open			Accounts Payable	IMRF	\$52,537.24		
	Invoice		Date	Description		Amount			
	2016-00000287		04/26/2016	employee/employer contributions		\$52,537.24			
394	05/06/2016	Open			Accounts Payable	Village of Brookfield	\$310,884.68		
	Invoice		Date	Description		Amount			
	2016-00000322		04/26/2016	salaries		\$310,884.68			
395	05/06/2016	Open			Accounts Payable	Village of Brookfield	\$11,191.40		
	Invoice		Date	Description		Amount			
	2016-00000323		04/26/2016	FICA/Medicare		\$11,191.40			
396	05/06/2016	Open			Accounts Payable	Village of Brookfield	\$73.59		
	Invoice		Date	Description		Amount			
	2016-00000324		04/26/2016	SUI		\$73.59			
Type EFT Totals:							4 Transactions	\$374,686.91	

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$589,057.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$589,057.44	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$374,686.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	4	\$374,686.91	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$963,744.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Corporate Warrant-05/09/2016

From Payment Date: 4/26/2016 - To Payment Date: 5/9/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	94	\$963,744.35	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	90	\$589,057.44	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	90	\$589,057.44	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	4	\$374,686.91	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	4	\$374,686.91	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	94	\$963,744.35	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	94	\$963,744.35	\$0.00

ORDINANCE NO. 2016 - 22

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER
OF CLASS 3 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9TH DAY OF MAY 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 9th day of May 2016.

ORDINANCE NO. 2015-22

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER
OF CLASS 3 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-84, as amended by Ordinance 2016-11 of the Village of Brookfield Code of Ordinances, provides that the number of Class 3 liquor licenses shall not exceed eight (8);

WHEREAS, the Class 3 liquor license previously issued to Dipak Bhatt, Inc., 3100 Maple Avenue, Brookfield, Illinois, will be surrendered;

WHEREAS, by operation of Section 06-85 entitled "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, which provides in relevant part:

Whenever a license previously issued under this Chapter is revoked, surrendered or terminated by dormancy as provided in this Chapter, the maximum number of licenses in the class of the license which is revoked, surrendered or terminated by dormancy as set forth in Section 06-84 above shall be automatically and immediately reduced by one,

the number of Class 3 liquor licenses for which Section 06-84 of the Village of Brookfield Code of Ordinances, as amended, provides is seven (7);

WHEREAS, the available Class 3 liquor licenses have been issued to other applicants;

WHEREAS, an application by Salman Jamal and Azeem Ali Khan, doing business as SWJK Management, 3100 Maple Avenue, Brookfield, Illinois, is currently pending for

the issuance of a Class 3 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to increase the maximum number of Class 3 liquor licenses to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class 3 Liquor License.

Section 06-84 entitled "Limitation on the number of licenses" of the Village of Brookfield Code of Ordinances, as amended, shall be and is hereby further amended to read as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).

- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed four (4).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed two (2).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed four (4).

[The remainder of this page is left blank intentionally.]

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 9th day of May 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of May 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 9th day of May 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 23

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9TH DAY OF MAY 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 9th day of May 2016

ORDINANCE NO. 2016 - 23

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance 2016-19 of the Village of Brookfield Code of Ordinances, provides that the number of Class 8 liquor licenses shall not exceed four (4);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Holy Covenant Community Church for a spring dance to be held at 9145 Grant Street, Brookfield, Illinois, on Saturday, May 14, 2016;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class 8 Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed five (5).
- (13) The total number of Class 9 licenses shall not exceed zero (0).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed two (2).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed four (4).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 9th day of May 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of May 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 9th day of May 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 – 24

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF TWO 2016 FORD EXPLORER POLICE INTERCEPTORS AND THE DISPOSAL
OF SURPLUS PROPERTY BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9TH DAY OF MAY 2016**

Published in Pamphlet form by
Authority of the Corporate Authorities
of the Village of Brookfield, Illinois,
this 9th day of May 2016.

ORDINANCE NO. 2016 –24

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF TWO 2016 FORD EXPLORER POLICE INTERCEPTORS AND THE DISPOSAL
OF SURPLUS PROPERTY BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield (the "Village"), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/1, *et seq.*) authorizes the City to purchase personal property, supplies and services jointly with one or more other governmental units;

WHEREAS, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase and acquire two (2) 2016 Ford Explorer Police Interceptors for the police department constituting personal property necessary for the Village to perform essential governmental functions;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids, solicit proposals in the open market and purchase through the Suburban Purchasing Cooperative, an intergovernmental group of local governments operating to facilitate joint purchases, two (2) 2016 Ford Explorer Police Interceptors from Joe Rizza Ford, 2100 South Harlem, North Riverside, Illinois 60546, the price to be paid by the Village having been established within one year preceding the issuance of the purchase order by the

Village, by open and competitive bidding through the Suburban Purchasing Cooperative program;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village issue a Purchase Order for the purchase and acquisition of two (2) 2016 Ford Explorer Police Interceptors to be therein described on the terms and conditions therein provided;

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, a majority of the Village's corporate authorities have determined that certain personal property owned by the Village is no longer necessary or useful to or in the best interests of the Village and that such property should be disposed of in the manner provided for in this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Brookfield as follows:

Section 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase of, negotiate a satisfactory agreement and issue purchase

orders for the purchase of two (2) 2016 Ford Explorer Police Interceptors from Joe Rizza Ford, 2100 South Harlem, North Riverside, Illinois 60546 through the Suburban Purchasing Cooperative.

Section 3: It is hereby determined that the Village, after due negotiation, has received a satisfactory proposal for two (2) 2016 Ford Explorer Police Interceptors from Joe Rizza Ford, 2100 South Harlem, North Riverside, Illinois 60546.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the Village shall issue and that the Village Manager shall be and is hereby authorized and directed to execute purchase orders for two (2) 2016 Ford Explorer Police Interceptors from Joe Rizza Ford, 2100 South Harlem, North Riverside, Illinois 60546, a copy of which purchase order is attached hereto as Exhibit "A" with such insertions, omissions and changes as shall be approved by the Village Manager, the execution of such documents being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk of the Village is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

Section 5: Certain personal property, which is now owned by the Village and is described on Exhibit "B" attached hereto and made a part hereof is hereby declared by the corporate authorities to be surplus personal property of the Village, and the corporate authorities hereby find that such personal property is no longer necessary or useful to the Village and that the best interests of the Village will be served by its disposal as surplus personal property.

Section 6: The Village Manager or his designee is authorized to sell the surplus personal property as identified in Exhibit "B" of this ordinance in such manner as he may determine is in the best interests of the Village with or without advertising the sale.

Section 7: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Purchase Order and the disposal of the surplus property.

Section 8: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 9: All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 10: This ordinance shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

ADOPTED this 9th day of May 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of May 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 9th day of May 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"

PURCHASE ORDER – JOE RIZZA FORD

VILLAGE OF BROOKFIELD, ILLINOIS PURCHASE ORDER TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES.

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the Village of Brookfield village manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. Village of Brookfield hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Village of Brookfield shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The Village of Brookfield reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Village of Brookfield may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Village of Brookfield's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the Village of Brookfield. Title to the Goods shall pass to the Village of Brookfield upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the Village of Brookfield, the Village of Brookfield may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the Village of Brookfield shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the Village of Brookfield as provided herein, the Village of Brookfield shall pay Seller (i) the amount agreed upon and

specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the Village of Brookfield's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the Village of Brookfield of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the Village of Brookfield for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the Village of Brookfield within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the Village of Brookfield reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the Village of Brookfield shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. WARRANTIES.

5.1 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the Village of Brookfield or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the Village of Brookfield for a period of five (5) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the Village of Brookfield Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the Village of Brookfield.

If the Village of Brookfield identifies a warranty problem with the Goods during the warranty period, the Village of Brookfield will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the Village of Brookfield's option, either repair or replace such Goods, or credit the Village of Brookfield's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION.

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR.

The Village of Brookfield is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the Village of Brookfield by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the Village of Brookfield, and, therefore, are not entitled to any employee benefits of the Village of Brookfield, including, but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

The Village of Brookfield is a unit of government. No charges will be allowed for taxes from which the Village of Brookfield is exempt. The Village of Brookfield is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village of Brookfield is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The Village of Brookfield shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The Village of Brookfield will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

9. INSURANCE.

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the Village of Brookfield with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any the Village of Brookfield property under the care, custody or control of Seller or Seller's assistants.

10. INDEMNITY.

Seller shall indemnify, hold harmless, and at the Village of Brookfield's request, defend the Village of Brookfield, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the Village of Brookfield alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the Village of Brookfield's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the Village of Brookfield in enforcing this indemnity, including attorneys' fees.

Should the Village of Brookfield's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the Village of Brookfield the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY.

Seller may acquire knowledge of the Village of Brookfield Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Village of Brookfield Confidential Information in confidence during and following termination or expiration of this Agreement. "Village of Brookfield Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the Village of Brookfield relating to the business or governmental affairs of the Village of Brookfield that is disclosed directly or indirectly to Seller. In addition, the Village of Brookfield Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the Village of Brookfield. Village of Brookfield Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the Village of Brookfield disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the Village of Brookfield Confidential Information, as evidenced by appropriate

documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the Village of Brookfield Confidential Information. Additionally, Seller agrees to limit its internal distribution of the Village of Brookfield Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the Village of Brookfield Confidential Information.

Seller further agrees not to use the Village of Brookfield Confidential Information except in the course of performing hereunder and will not use such Village of Brookfield Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Village of Brookfield Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products that incorporate the Village of Brookfield Confidential Information. All the Village of Brookfield Confidential Information is and shall remain the property of the Village of Brookfield. Upon the Village of Brookfield's written request or the termination of this Agreement, Seller shall return, transfer or assign to the Village of Brookfield all the Village of Brookfield Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the Village of Brookfield without having been designed, customized or modified for the Village of Brookfield do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the Village of Brookfield. Seller hereby agrees to irrevocably assign and transfer to the Village of Brookfield and does hereby assign and transfer to the Village of Brookfield all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The Village of Brookfield will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the Village of Brookfield deems appropriate. Seller agrees: (a) to disclose promptly in writing to the Village of Brookfield all Work Product in its possession; (b) to assist the Village of Brookfield in every reasonable way, at the Village of Brookfield's expense, to secure, perfect, register, apply for, maintain, and defend for the Village of Brookfield's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the Village of Brookfield's name as it deems appropriate; and (c) to otherwise treat all Work Product as the Village of Brookfield Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the Village of Brookfield to Seller shall remain the sole property of the Village of Brookfield.

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the Village of Brookfield any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the Village of Brookfield or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The Village of Brookfield will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the Village of Brookfield Confidential Information, unless (i) such works relate to the Village of Brookfield's business, or the Village of Brookfield's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the Village of Brookfield.

13. TERMINATION.

The Village of Brookfield may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the Village of Brookfield shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets, including any additional costs to be incurred by the Village of Brookfield in completing the Services.

The Village of Brookfield may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the Village of Brookfield shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the Village of Brookfield if the Village of Brookfield fails to pay Seller within sixty (60) days after Seller notifies the Village of Brookfield in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the Village of Brookfield of all the Village of Brookfield Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the Village of Brookfield's instructions, will promptly deliver to the Village of Brookfield all such the Village of Brookfield Confidential Information and/or Work Product.

14. REMEDIES.

If Seller breaches this Agreement, the Village of Brookfield shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the Village of Brookfield shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the Village of Brookfield's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the Village of Brookfield; and any resale so made shall be for the account of Seller.

15. FORCE MAJEURE.

The Village of Brookfield shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the Village of Brookfield is so excused, both parties may terminate the Agreement; and the Village of Brookfield shall at its expense and risk, return any Goods received to the place of shipment.

16. SEVERABILITY.

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE VILLAGE OF BROOKFIELD BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE VILLAGE OF BROOKFIELD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. ASSIGNMENT; WAIVER.

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Village of Brookfield. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Village of Brookfield without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

19. NON-EXCLUSIVE AGREEMENT.

This is not an exclusive agreement. The Village of Brookfield is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

20. NOTICES.

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Village of Brookfield representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

21. SURVIVAL OF OBLIGATIONS.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22. GOVERNING LAW.

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the Village of Brookfield, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

24.1 General: Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

24.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

24.3 Customs: Upon the Village of Brookfield's request, Seller will promptly provide the Village of Brookfield with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

25. INJUNCTIVE RELIEF.

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the Village of Brookfield for which there will be no adequate remedy at law and, in the event of such breach, the Village of Brookfield will be entitled to seek injunctive relief, or a decree of specific performance.

26. CERTIFICATIONS.

Seller shall submit to the Village of Brookfield a certification that attests the following:

26.1 The Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

26.2 The Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

26.3 The Seller maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

26.4 The Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

26.5 The Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

26.6 No Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the Seller in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;

26.7 No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and

26.8 The Seller has not given to any officer or employee of the Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Village of Brookfield
 8820 Brookfield Avenue
 Brookfield, IL 60513
 Phone 708-485-7344
 Fax 708-485-9508

Purchase Order

Supplier Name	Joe Rizza Ford	Order Date:	May 9, 2016
Address	2100 South Harlem	Payment Terms:	
City, State	North Riverside, Illinois	F.O.B. Point:	
Zip	60546	Freight Terms:	
FAX:	(708) 442-1707	Acct Code:	
Phone:	(708) 442-7000	Tax Exempt No.:	
Attn:			

Ship To:
 Village of Brookfield
 8820 Brookfield Avenue
 Brookfield, IL 60513
 Phone: 708-485-7344
 Attn: Keith R. Sbiral, Village Manager

Invoice To:
 Village of Brookfield
 8820 Brookfield Avenue
 Brookfield, IL 60513
 Phone: 708-485-7344
 Attn: Keith R. Sbiral, Village Manager

Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	2		2016 Ford Explorer Police Interceptor See Purchase Order Comments for specifications		\$25,500.00	\$51,000.00
2	2	43D	Dark car feature (courtesy lamp inop)		17.00	\$34.00
3	2	17D	Dome lamp R/W		\$45.00	\$90.00
4	2	51Y	Driver side spot light - incandescent		\$187.00	\$374.00
5	2	60A	Pre-wiring grill lamp, siren, speaker		\$45.00	\$90.00
6	2	87R	Rear view camera - Includes electrochromic rear view mirror (replaces standard camera in center stack area)		N/C	N/C
7	2	53M	Sync Basic – includes USB port and aux input jack		\$258.00	\$516.00
8	2	18W	Rear window power delete		\$22.00	\$44.00
9	2	68L	Rear handles inoperable/locks operable		\$30.00	\$60.00
10	2	76R	Reverse Sensing		\$240.00	\$480.00
11	2		Override switch		\$295.00	\$590.00
12	2		CD ROM Service Manual		\$325.00	\$650.00
13	2		License plate and title fees		\$103.00	\$206.00
14	2	86P	Front Headlamp Housing Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)		\$110.00	\$220.00
15	2	60R	Noise suppression bonds (ground straps)		\$87.00	\$174.00
Total					\$27,354.00	\$54,708.00
Discount					(\$7.00)	(\$14.00)
Net					\$27,347.00	\$54,694.00

Keith R. Sbiral, Village Manager

Village of Brookfield
 8820 Brookfield Avenue
 Brookfield, IL 60513
 Phone 708-485-7344
 Fax 708-485-9508

Supplier Name Joe Rizza Ford
 Address 1 2100 South Harlem
 City, State, Zip North Riverside, Illinois 60546

Purchase Order Comments

**2016 Ford Utility Police Interceptor AWD
 Contract #152**

3.7 TI-VCT V6 FFV
 6-speed automatic
 Rear recovery hooks
 Independent front/rear suspension
 Engine oil cooler
 18.6 gallon fuel tank
 Engine hour meter
 220-amp alternator
 78-amp hour battery
 Lower black body side cladding
 Dual exhaust
 Black spoiler
 Electric power assist steering
 Acoustic laminated windshield
 18" tires and wheels
 Fixed glass lift gate
 Full-size spare
 AM/FM/CD
 Roll curtain airbag
 Safety canopy w/roll over sensor
 Anti-lock brakes with advanced trac and traction control
 LED tail lamps
 2nd/3rd row privacy glass
 My Ford police cluster
 Black grill

Headlamps-LED low beam; halogen hi beam
 Lift gate release switch- 45 second time out
 Rearview camera with washer
 All-wheel drive
 Manual folding power mirror
 Fold flat 60/40 rear vinyl bench
 Single zone manual climate control
 Power windows - 1 touch up/down
 Power locks
 Cruise control/tilt wheel
 Calibrated speedometer
 Column shift
 Work task light red/white
 Simple fleet key
 Power adjustable pedals
 Two-way radio pre-wire
 Particulate air filter
 Power pig tail
 Delivery within 30 Miles
 Locking glove box

Standard Warranty:

Basic: 3 Years/36,000 Miles
 Drivetrain: 5 Years/100,000 Miles
 Corrosion: 5 Years/ Unlimited Miles
 Emissions: 8 Years/80,000 Miles
 Roadside Assistance: 5 Years/60,000 Miles

 Name & Title

 Date

Exhibit "B"
Surplus Property

1. One (1) 2010 Ford Crown Victoria (Police Department Vehicle – Squad 466)
Vehicle Identification Number: 2FABP7BV8AX131952

2. One (1) 2011 Ford Crown Victoria (Police Department Vehicle – Squad 470)
Vehicle Identification Number: 2FABP7BV1BX104447

ORDINANCE NO. 2016 - 25

**AN ORDINANCE AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY,
ILLINOIS, REVISING THE NAME AND DUTIES OF THE
VILLAGE OF BROOKFIELD BEAUTIFICATION COMMITTEE**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9TH DAY OF MAY 2016

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois this 9th day
of May 2016.

ORDINANCE NO. 2016 - 25

**AN ORDINANCE AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY,
ILLINOIS, REVISING THE NAME AND DUTIES OF THE
VILLAGE OF BROOKFIELD BEAUTIFICATION COMMITTEE**

WHEREAS, the corporate authorities of the Village of Brookfield find that revising the name and duties of the Beautification Committee in the Code of Ordinances, Village of Brookfield, Illinois, will further the goal of enhancing the village's appearance;

WHEREAS, the Beautification Committee has requested its name be revised to the Beautification Commission and that its duties be clarified; and

WHEREAS, the corporate authorities of the Village of Brookfield have determined that revising the name and clarifying the duties of the Beautification Committee will benefit the community;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Amendment of Section 2-423 Designated.

Section 2-423 entitled "Designated" of Division 1 entitled "Generally" of Article VI entitled "Committees, Boards, Commissions, and Other Village Bodies" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, shall be and is hereby further amended to read as follows:

Sec. 2-423. Designated.

The following village boards, commissions and committees shall be appointed or elected and shall have the duties specifically prescribed by state statute and by this Code and other village ordinances:

- (1) Police pension board.
- (2) Fire pension board.
- (3) Board of fire and police commissioners.
- (4) Library board.
- (5) Planning and zoning commission.
- (6) Playground and recreation board.
- (7) Electrical commission.

- (8) Board of local improvements.
- (9) Public safety committee.
- (10) Conservation commission.
- (11) Historical commission.
- (12) Ethics commission.
- (13) Beautification commission.
- (14) Fair housing advisory committee.
- (15) Planning, zoning and economic development committee.
- (16) Special events committee.

Section 3. Amendment of Division 3 Advisory Committees.

Subdivision II entitled "Beautification Committee" of Division 3 entitled, "Advisory Committees" of Article VI entitled "Committees, Boards, Commissions, and Other Village Bodies" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, shall be and is hereby deleted in its entirety and further amended to read as follows:

Subdivision II. Beautification Commission

Sec. 2-506. Creation.

The village has created an advisory committee to be designated as the beautification commission.

Sec. 2-507. Membership; compensation; qualifications; chairperson.

The beautification commission shall be comprised of seven members, appointed by the president with the consent of the village board of trustees, and shall serve without compensation. Membership of the beautification commission may include nonresidents, provided that not less than six members of the beautification commission shall be residents or persons who own property located within village corporate limits. The village president shall appoint a chairperson from among the appointees.

Sec. 2-508. Term; vacancies.

Initially, three members shall be appointed for terms of one year; two members for terms of two years; and two members for terms of three years. All vacancies to the beautification commission shall be appointed for the unexpired term in the same manner as the original appointments. The successor to each initial member shall be appointed or reappointed for a term of three years.

Sec. 2-509. Compensation; expenses.

No member or officer of the beautification commission shall be entitled to compensation for service on the beautification commission, provided, however,

that members may be reimbursed for actual expenditures, provided that they have received prior authorization from the village manager for each such expenditure.

Sec. 2-510. Duties.

The beautification commission shall make findings of fact and advisory recommendations to the village president and board of trustees at least four times annually. Such findings and recommendations shall include, but are not limited to, identifying activities to promote community beautification and aesthetic improvements in public spaces, nominating awards to business and homeowners to recognize private beautification efforts, organizing volunteer cleanups and plantings, providing advisory recommendations regarding streetscaping programs to the village staff, and performing such other duties as are appropriate.

Sec. 2-511. Regular meetings of the beautification commission.

The beautification commission shall regularly meet on the second Tuesday of each month at the hour of 6:00 p.m., in the Edward Barcal Hall in the Municipal Building, 8820 Brookfield Avenue, Brookfield, Illinois, or at such other location within the village as the beautification commission may by notice thereof provide.

Sec. 2-512. Meetings; notice.

(a) Special meetings of the beautification commission may be called by the chairperson or any two commission members of the beautification commission. Meetings of the beautification commission may be rescheduled or reconvened by the chairperson.

(b) Written notice stating the place, date, and hour of the special, rescheduled or reconvened meeting, including the agenda for the meeting, shall be delivered not less than 48 hours before the time of the meeting, either personally or by mail, by or at the direction of the chairperson, or in the case of a special meeting called by the commission members, by or at the direction of the commission members calling the meeting, to each commission member and to any news medium that has given the village an address or telephone number within the village at which such notice may be given.

(c) If mailed, such notice shall be deemed to be delivered when deposited with the United States Postal Service, addressed to the commission member or news medium at the address as it appears on the records of the village, with postage thereon prepaid.

(d) When a meeting is reconvened to another time within 24 hours, notice need not be given to the commission members or news medium of the reconvened meeting if the time and place thereof are announced at the

meeting at which the adjournment is taken. In addition to notice to the commission members and news medium, public notice of any special meeting, any rescheduled regular meeting or of any reconvened meeting, shall be given at least 48 hours before such meeting, which notice shall also include the agenda for the special, rescheduled, or reconvened meeting.

(e) The requirement of public notice of reconvened meetings does not apply to any case where the meeting was open to the public and it is to be reconvened within 24 hours, or an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

(f) Public notice of regular and special meetings of the beautification commission shall be given by posting a copy of the notice not less than 48 hours before the time of the meeting at the municipal building and, if the meeting is to be held at a location other than the municipal building, at the building in which the meeting is to be held and posted on the village website.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

[The remainder of this page is left blank intentionally.]

Section 5. Effective Date.

This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 9th day of May 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of May 2016.

Illinois
ATTESTED, filed in my office,
and published in pamphlet form
this 9th day of May 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County,

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

RESOLUTION NO. R – 2016 - 1035

**A RESOLUTION AWARDING A CONTRACT FOR THE 2016 SUPPLEMENTAL
SEWER CLEANING AND TELEVISIONING FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9TH DAY OF MAY 2016

RESOLUTION NO. R - 2016 - 1035

**A RESOLUTION AWARDING A CONTRACT FOR THE 2016 SUPPLEMENTAL
SEWER CLEANING AND TELEVISIONING FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield (hereinafter the "Village"), a municipal corporation of the State of Illinois, is authorized by the Illinois Municipal Code to operate and maintain a sewer system for the benefit of the Village and its inhabitants;

WHEREAS, the Village has determined that certain portions of its sewer system are in need of cleaning and televising;

WHEREAS, the Village has received a satisfactory proposal for the 2016 Supplemental Sewer Cleaning and Televising Project from National Power Rodding Corporation of Chicago, Illinois; and in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the 2016 Supplemental Sewer Cleaning and Televising Project; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village of Brookfield, it is desirable, necessary and in the best interest of the Village to enter into a contract by and between the Village and National Power Rodding Corporation of Chicago, Illinois, for the 2016 Supplemental Sewer Cleaning and Televising Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Recitals. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Waiver of Competitive Bidding. Not less than two-thirds of the corporate authorities find that the circumstances necessitate and it is in the best interest of the Village to waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the 2016 Supplemental Sewer Cleaning and Televising Project.

Section 3: Contract Award. The corporate authorities hereby award National Power Rodding Corporation of Chicago, Illinois, the contract for the 2016 Supplemental Sewer Cleaning and Televising Project subject to the furnishing of the proper bonds and evidence of insurance.

Section 4: Issuance of Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest, seal and issue a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof to National Power Rodding Corporation of Chicago, Illinois. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by National Power Rodding Corporation of Chicago, Illinois. Provided that National Power Rodding Corporation of Chicago, Illinois, returns to the Village within ten (10) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents substantially in the form attached hereto marked as Exhibit "B" and made a

part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such contract documents by the Village President and the Village Attorney.

Section 5: **Effective Date.** This resolution shall take effect immediately upon its approval by two-thirds of all the trustees holding office and adoption in accordance with law.

ADOPTED this 9th day of May 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of May 2016.

Kit P. Ketchmark, Village President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 9th day of May 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

VILLAGE OF BROOKFIELD, ILLINOIS
NOTICE OF AWARD

TO: National Power Rodding Corporation
2500 W. Arthington Street
Chicago, Illinois 60612

PROJECT DESCRIPTION: 2016 Supplemental Sewer Cleaning and Televising Project - Village of Brookfield, Illinois.

The Village of Brookfield has considered the Proposal submitted by you for the above-described work.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted for the following items at the following prices.

No.	Item	Quantity	Unit	Unit Price	Amount
1.	Basic Cleaning of 6" Dia. Sanitary Sewers	160	Foot	0.50	80.00
2.	Televising 6" Sanitary Sewers	160	Foot	1.35	216.00
3.	Basic Cleaning of 8" Dia. Sanitary Sewers	1,490	Foot	0.10	149.00
4.	Televising 8" Sanitary Sewers	1,490	Foot	1.25	1,862.50
5.	Basic Cleaning of 10" Dia. Sanitary Sewers	5,420	Foot	0.10	542.00
6.	Televising 10" Sanitary Sewers	5,420	Foot	1.25	6,775.00
7.	Basic Cleaning of 12" Dia. Sanitary Sewers	3,440	Foot	0.10	344.00
8.	Televising 12" Sanitary Sewers	3,440	Foot	1.25	4,300.00
8a.	Basic Cleaning of 15" Dia. Sanitary Sewers	1,420	Foot	0.10	142.00
8b.	Televising 15" Sanitary Sewer	1,420	Foot	1.25	2,840.00
16.	Removal and Disposal of Waste Materials	25	Ton	25.00	625.00
TOTAL					<u>\$17,875.00</u>

subject to the furnishing of the proper bonds and evidence of insurance.

You are required to execute the Contract and furnish the required bonds and evidence of insurance within ten (10) calendar days from the date of the receipt of this Notice. If you fail to execute said Contract and to furnish the required bonds and evidence of insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 9th day of May 2016.

VILLAGE OF BROOKFIELD, ILLINOIS

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 9th day of May 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this _____
day of May 2016.

National Power Rodding Corporation

By: _____
_____, President

CONTRACT

This Contract made this 9th day of May 2016 between the Village of Brookfield, the "Department," and National Power Rodding Corporation, 2500 West Arthington Street, Chicago, Illinois 60612, the "Contractor," for the Village of Brookfield - 2016 Supplemental Sewer Cleaning and Televising Program.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Village of Brookfield - 2016 Supplemental Sewer Cleaning and Televising Program

in strict compliance with Notice to Bidders and Invitation for Bids, the Specifications, Supplemental Specifications, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

2. A. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

B. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work on or before June 24, 2016, unless an extension of time is granted in accordance with the Specifications.

C. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local

Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

3. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

4. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

5. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

National Power Rodding Corporation
2500 West Arthington Street
Chicago, Illinois 60612
Attn: William T. Kreidler, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders
- (c) Scope of Services
- (d) Instructions to Bidders
- (e) Bid Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the "Manual for Test Procedures for Materials," June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction")
- (k) Watershed Management Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (n) State of Illinois Drug Free Workplace Certification
- (o) Equal Employment Opportunity Compliance Certificate
- (p) Location Map
- (q) Check Sheet for Recurring Special Provisions

- (r) Bureau of Design and Environment Special Provisions Check Sheet
- (s) Cook County, Illinois, Prevailing Wages

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Noted: Contract documents (j), (k) and (l), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (j) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (k) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: National Power Rodding
Corporation

By: _____
Kit P. Ketchmark, Village President

By: _____
William T. Kreidler, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Reid Ruprecht, Secretary



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, May 9, 2016**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** – Complete Streets Policy
- B. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- C. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

ITEM: Complete Streets Policy
COMMITTEE DATE: May 9, 2016
PREPARED BY: Nicholas Greifer, Director of the Department of Community & Economic Development; Emily Egan, Village Planner
PURPOSE: To Consider Adoption of a Complete Streets Policy
BUDGET AMOUNT: NA

BACKGROUND:

Attached please find a proposed Complete Streets Policy, as reviewed by the Planning, Zoning & Economic Development Committee (PZED). A Complete Streets Policy is similar in structure to other Village policies such as the TIF Policy adopted by the Village Board, in terms of providing guidance to staff in making decisions as to investment of municipal budgetary resources (In the case of TIF, investments on TIF-related projects; here it involves investment of monies for street improvement projects). Capital budgeting decisions as proposed in the Complete Streets Policy would be based upon best practices guidelines established by national standard setting bodies and leading municipalities in the area. By undertaking this effort, the Village of Brookfield would join a small number of leading municipalities in the region having such a policy.

Objectives. The purpose in considering a Complete Streets policy document is three-fold:

- First, it would help maximize the impact of future roadway projects by taking into account bicyclist and pedestrian as well motorist needs, particularly upfront during the Capital Improvement Process
- Second, it advances our efforts to promote Brookfield as a bike-friendly community and pursue sustainable development (i.e., environmentally and financially sustainable municipal programs that support local economic development);
- Third, it would offer important pragmatic benefits in terms of helping the Village be more competitive with other communities as we seek **grant funding** opportunities.

Regarding the latter point, certain grant funding agencies may look favorably upon a municipality such as ours having a Complete Streets Policy in place. This would include any grants or assistance on bike/pedestrian plans or IDOT grants.

Additionally, it strengthens the case for the Village being responsible stewards of public funds as we implement our street improvement program in 2016 and beyond. It would also promote an equitable process for considering the needs of various stakeholders that use rights-of-way, particularly when major CIP investments are made.

Background on the Policy Document. To draft the document, we took into account existing Complete Streets policies, including those of Tinley Park, Blue Island, Berwyn, Oak Park, Des Plaines and Lakemoor.

The Lakemoor example was ultimately utilized to structure the Brookfield proposed policy since it was recognized as a stand-out policy document by both the Active Transportation Alliance and the Smart Growth America. Smart Growth America identified Lakemoor's policy as being the only top ten Complete Street policy in 2013 or 2014, among Illinois localities. Additionally, it was well organized with clear guidance given to staff on instances where Complete Streets criteria would be applied, and the definition of business processes that would trigger a Complete Streets review (e.g., annual capital budget process). Elements of the other policies were utilized for certain provisions, such as Oak Park.

Additionally, the American Planning Association (APA) best practice guidelines were reviewed. APA identified 10 components of a quality Complete Streets policy. In the draft Brookfield policy, we attempt to address or include each of the 10 components.

ATTACHMENTS:

1. Proposed Resolution
2. Research Regarding Complete Streets – Safety and Economic Benefits

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve the draft resolution, for subsequent consideration by the Village Board.

REQUESTED COURSE OF ACTION:

Review and approval

RESOLUTION NO. ____

**A RESOLUTION ADOPTING THE VILLAGE OF BROOKFIELD
COMPLETE STREETS POLICY**

Whereas Complete Streets are defined as Village roadways and related surface transportation improvements that provide safe and convenient access for all roadway users, including pedestrians, bicyclists, transit users and motorists;

Whereas the Village pursuant to the *2020 Master Plan* establishes a goal of having “a balanced transportation system which ensures the safe and efficient movement of vehicles, trains, pedestrians and cyclists”;

Whereas Complete Streets support sustainable economic development by facilitating the movement of goods and people, reducing travel times and costs, providing opportunities for low-emission transportation, and maximizing the use of valuable transportation infrastructure;

Whereas the Village of Brookfield views all transportation improvements as opportunities to connect neighborhoods, calm traffic and improve safety while providing greater access and mobility for users of the public way,

Whereas numerous jurisdictions in the United States have adopted Complete Streets policies, including the cities of Champaign and Des Plaines and the villages of Arlington Heights, Oak Park, Forest Park and Lakemoor; and

Whereas the Village strives to provide transportation options to maximize independence and mobility of various age groups, including elderly residents and school-age children;

Now, therefore be it resolved by the Village President and the Village Board of Trustees of the Village of Brookfield that the Village hereby adopts a Complete Streets Policy as described in Exhibit A.

COMPLETE STREETS POLICY

I. GOALS

The Village shall pursue the goal of having a balanced transportation system which ensures the safe and efficient movement of vehicles, trains, pedestrians and cyclists, as established in the *2020 Master Plan*.

Village policy decisions regarding the public right-of-way shall promote use by pedestrians, bicyclists, transit users and motorists in a safe and effective manner. Said decision shall take into account the surrounding community context and land uses.

Complete Streets can be achieved by implementation of Village-wide improvements, site-specific projects, or incrementally through a series of smaller improvements.

II. SCOPE

The Complete Streets Policy shall be applied to all projects involving roadway improvements and the movement of people, when feasible.

It is understood that there may be limiting circumstances in which it may not be practical or feasible to apply said Policy. Such limiting circumstances include one or more of the following:

- The scope of the relevant transportation projects is limited to maintenance activities intended to keep the roadway in a serviceable condition;
- There is documented evidence that it is not feasible to accommodate improvements for non-vehicular traffic within the project scope;
- There is no documented need for accommodation of non-motorized roadway users as it pertains to a given project;
- The project is not part of a pre-existing transit route;
- The cost for a particular Complete Streets design recommendation would be disproportionately high in relation to the benefit of that recommended improvement (with due consideration given to future users, potential demand, and the social and economic value of providing a safer and more convenient transportation system for all users); and
- Documented environmental constraints.

A written request justifying the reasons why a project cannot incorporate Complete Streets elements shall be reviewed by the Village's Complete Streets Committee. The Village Manager is charged with appointment of the members of the Complete Streets Committee, consisting of Village staff responsible for designing and implementing transportation improvements including representatives from the Department of Public Works, Department of Community and Economic Development, Village Engineer, or others as designated by the Village Manager.

III. DEVELOPMENT REVIEW PROCESS

The following procedures shall be used in order to ensure that various projects within the Village advance the goals of the Complete Streets Policy.

- Village of Brookfield Projects. During the planning and design phase of any public transportation improvement project, the Complete Streets Committee shall conduct a review of the project relating to the incorporation of Complete Streets elements into the project. The review shall be made with reference to current best practices, as detailed in references materials and guidelines identified in Section 4. Any recommendation(s) resulting from the review shall be forwarded to the Village Manager. A Complete Streets Project Checklist shall be developed and used to assist with and to document the Complete Streets review (refer to Appendix A).
- Projects Involving Other Units of Government. The Village shall coordinate with external transportation agencies of other governmental units. Said units include the Illinois Department of Transportation and county and township highway departments. The Village will provide Complete Streets technical assistance as is accepted by the other governmental units. As with the review process for Village Projects, projects involving other governmental units will be reviewed by the Complete Streets Committee.
- Private Development Projects. The Village shall review private development proposals with reference to the incorporation of Complete Street elements and general conformance to the Complete Streets Policy herein. The review shall pertain to private development proposals that may potentially affect surface transportation improvements (and conversely, not pertain to narrowly scoped proposals that do not impact said improvements). Said review for conformance will be added to the existing Community & Economic Development Department (CEDD) review (e.g., zoning ordinance and building codes review), as determined by CEDD staff. Any private development that is unable to incorporate Complete Street elements and does not meet the applicability standards in Section 2 herein may seek relief by providing written justification that must be reviewed by the CEDD staff and approved by the Village Manager.

IV. STANDARDS

To create a connected network of facilities accommodating each mode of travel, the Village establishes herein Complete Streets standards, recognizing that all streets are different in function and that the needs of various users will need to be balanced in a flexible manner. Accordingly, the Village will follow accepted and/or adopted best practice standards when implementing improvements intended to fulfill the Complete Streets Policy. Said standards will taken into account best practice guidance of regional, state, and national organizations such as the Illinois Department of Transportation, American Association of State Highway and Transportation Officials, American Planning Association, and others as determined by the Complete Streets Committee (refer to Appendix B and C). The Village will also consider innovative design options that (a) fit within the context of the community, (b) provided needed flexibility based on the characteristics of the corridor, and (c) provide a comparable level of safety and connectivity.

Relevant Village staff including members of the Complete Streets Committee shall review and update as necessary guidelines (including manuals, rules, regulations and programs) to reflect the provisions of the Complete Streets Policy herein. Additionally, the guidelines would reflect the provisions of policy guidelines contained in the zoning ordinance or land use plans as they may be amended from time to time (including any future Zoning Modernization ordinance, bike/pedestrian plans or updates to the *2020 Master Plan*.)

V. IMPLEMENTATION; PERFORMANCE CRITERIA

In order to evaluate the Village's progress towards implementation of the Complete Streets Policy, the Village will utilize the following business processes and performance criteria:

- Business Processes. Under the direction of the Village Manager, the Village staff shall:
 - o Incorporate Complete Streets into the budgeting process (including capital budgeting) and project work plans and consider Complete Streets as a criterion in roadway planning and funding decisions.
 - o Prioritize the safe movement of pedestrians, bicyclists, and transit users in decisions regarding the use of limited public rights-of-way, with consideration given to roadway context and land use. The Complete Streets Committee will take into consideration safety criteria in the implementation of roadway improvement projects.
 - o Review and revise as necessary plans, manuals, processes and programs to encourage implementation of the Complete Streets Policy

- Convene annual (and if necessary mid-year) progress meetings of the Complete Streets Committee, to review Policy implementation.
- Track the following criteria and incorporate them into relevant plans, manuals, processes, and programs and conduct a review after a period of time (e.g., 3-5 years).
- Qualitative Criteria
 - Improvements in safety for all roadway users
 - Increased capacity for all modes of transportation
- Quantitative Criteria
 - Miles of new and repaired streets with defined bicycle routes (e.g., with signage and/or striping indicating bike route)
 - Location and linear feet of new and repaired sidewalks
 - Location of sidewalk “gaps”
 - Location and number of bike and pedestrian accidents
 - Number of new and repaired marked street crossings
 - Amounts of new and repaired signage
 - Number of bike racks
 - Numbers of new and repaired curb ramps

The Village will provide training opportunities to staff and elected officials tasked with implementing the policy herein.

COMPLETE STREETS PROJECT CHECKLIST

Examples of Complete Streets Project Improvements

Sidewalk curb ramps
Crosswalks
Bike racks
Countdown pedestrian signals
Median refuges
Curb extensions
Pedestrian scale lighting
Bus shelters
Bike lanes
Bike lane striping

**AMERICAN PLANNING ASSOCIATION
BEST PRACTICE GUIDELINES**

1. Vision - Clearly Articulated Vision for Complete Streets
2. Uses - All Roadway Users Identified
3. Connectivity – Network that Connects All Users and All Modes of Travel
4. Governments - Can Be Utilized by the Municipal Government and Other Public Entities It Partners With
5. Projects – Applies to New Construction and Rehab and Other Projects
6. Exceptions - Specific Exceptions Identified
7. Design - Flexible, Modern Design Standards
8. Context - Fits the Context of the Community (e.g., takes into account intensity of land use)
9. Metrics - Specific and Measurable Performance Outcomes
10. Implementation - Identified Steps for Implementation (e.g., assignment of duties to specific staff members)

**BEST PRACTICE GUIDELINES
REFERENCES**

1. American Association of State Highway and Transportation Officials
 - Guide for the Planning, Design and Operation of Pedestrian Facilities
 - Guide for the Development of Bicycle Facilities
2. Active Transportation Alliance
 - Complete Streets, Complete Networks: A Manual for the Design of Active Transportation
3. National Association of City Transportation Officials
 - Urban Bikeway Design Guide
 - Urban Street Design Guide
4. Illinois Department of Transportation
 - Bureau of Design and Environment Manual
5. The Access Board
 - Pedestrian Rights-of-Way Accessibility Guidelines
6. Federal Highway Administration
 - PEDSAFE: Pedestrian Safety Guide and Countermeasures Selection System
7. Institute of Transportation Engineers
 - Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
8. American Planning Association
 - U.S. Traffic Calming Manual
9. PACE
 - Transit Supportive Guidelines

COMPLETE STREETS

make economic sense

Complete Streets contribute to economic growth and stability. People want to live and work in healthier, walkable, bikeable communities. Complete Streets can shift household spending from vehicle costs to cover other household expenses. As a result, they benefit the local economy and support efforts at economic development.



BENEFITS TO FAMILY BUDGETS

Complete Streets give individuals and families the freedom to choose between multiple types of transportation. When people choose more cost-effective travel modes, they have more money to spend on other essentials, as well as in the local economy.

- Wisconsin public transit users save nearly \$7 per trip when compared to drivers. These savings have resulted in enough additional investments in the local economy to create 11,671 new jobs, \$163.3 million in tax revenue, and \$1.1 billion in total output.¹
- In the Chicago region, people living within a 1/2 mile of a rail station save \$2,272 on transportation expenses compared to households further from a rail station.²
- A two-person adult household that uses public transportation saves an average of \$6,251 annually compared to a household with two cars that uses no public transportation.³

Photo credit (Apples): United States Department of Agriculture



RAISE PROPERTY VALUES

Communities with Complete Streets have stronger real estate markets. Homes located near bicycle, pedestrian, and transit facilities are worth more and maintain their value:

- Chicago-area homes located within one-half mile of a Metra station sell for \$36,000 more on average than homes that are not within walking distance of a Metra station.⁴
- In Indianapolis, a house located within one-half mile of the Monon Trail sold for 11 percent more than an identical house one mile from the trail.⁵
- Homes in neighborhoods with high Walk Scores sell for \$4,000 to \$34,000 more than the average home.⁶



BOOST LOCAL BUSINESSES

Complete Streets stimulate the local economy. They help communities attract large employers and employees:

- In Washington, D.C., the addition of new patterned sidewalks, streamlined public parking, and new traffic signals helped a business district to attract 44 new businesses and 200 new jobs. Sales, employees, and pedestrians have more than tripled since the project was completed.⁷
- In Pittsburgh, 30 percent of employers responded that transportation was the number one barrier to hiring and retaining qualified workers.⁸
- In Portland, people visiting restaurants and convenience stores by bicycle, foot, or transit visit more frequently, and spend more on average than those who drove.⁹

Get involved

Led by the Cook County Department of Public Health in collaboration with many partners, Healthy HotSpot aims to multiply the number of places that make healthier living easier. Visit cookcountypublichealth.org/healthy-hotspot for more information about the Initiative.

¹ Bekka, Khalid. (2003). Socio-Economic Benefits of Public Transit. Wisconsin Department of Transportation. Retrieved from <http://wisdotresearch.wi.gov/wp-content/uploads/03-07transitsector-fl.pdf>

² Center for Neighborhood Technology. (2013). Transit-Oriented Development in the Chicago Region: Efficient and Resilient Communities for the 21st Century. Retrieved from <http://www.cnt.org/publications/transit-oriented-development-in-the-chicago-region-efficient-and-resilient-communities>

³ Lipman, Barbara. (2006). A Heavy Load: The Combined Housing and Transportation Burdens of Working Families. Center for Housing Policy.

⁴ American Public Transportation Association. (2001). Public Transportation Means Business. Retrieved from http://www.apta.com/resources/reportsandpublications/Documents/brochure_transit_means_business.pdf

⁵ Lindsey, G., et al. (2004). "Property Values, Recreation Values, and Urban Greenways." *Journal of Park and Recreation Administration*, 22(3), 69-90.

⁶ Cortright, Joe. (2009). How Walkability Raises Home Values in U.S. Cities. Chicago: CEOs for Cities. Retrieved from <http://documents.scribd.com/s3.amazonaws.com/docs/bnp4mimm81hufdk.pdf?l=1333050594>

⁷ National Complete Streets Coalition. (n.d.). Complete Streets Spark Economic Revitalization. Retrieved from <http://www.completestreets.org/webdocs/factsheets/cs-revitalize.pdf>

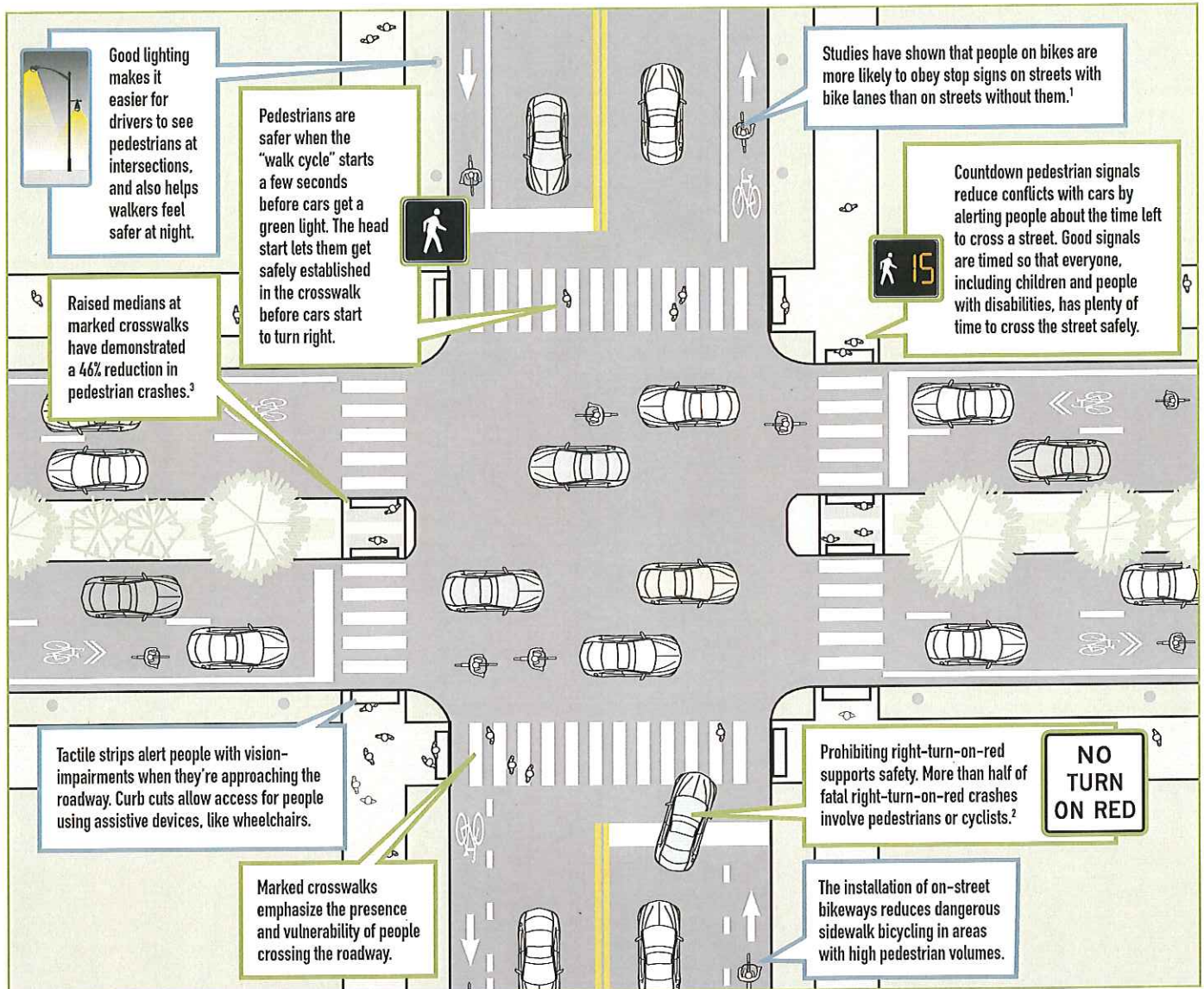
⁸ Airport Corridor Transportation Association. (2006). Study of Improved Shared Ride Transportation Services to the Robinson/North Fayette Employment Center. Retrieved from http://www.acta-pgh.org/nu_upload/Final_Report_102606.pdf

⁹ Oregon Transportation Research and Education Consortium. (2013). Examining Consumer Behavior and Travel Choices. Retrieved from <http://trec.pdx.edu/research/project/411>

COMPLETE STREETS

make roads safer for everyone

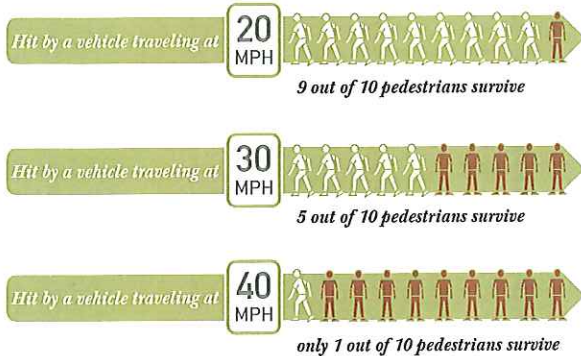
Many people feel safer in cars than they do out walking or biking, and this discourages them from choosing active transportation. If cars are moving too fast, or if there is a lack of basic infrastructure to support bicycling and walking, people will choose to drive. Those who do not have a car may simply choose to stay home, or may be forced to make unsafe choices to reach their destination. Complete Streets can provide a safer environment by preventing speeding and by giving people safe places to walk, bicycle, and access public transit.



¹ Hunter, W., et al. (1998). Bicycle Lanes Versus Wide Curb Lanes: Operational and Safety Findings and Countermeasure Recommendations. Federal Highway Administration. Washington, DC: U.S. Department of Transportation. Retrieved from <http://www.fhwa.dot.gov/publications/research/safety/pedbike/99035/index.cfm>

² Traffic Safety Facts Banner Number 86, 1995 National Highway Traffic Safety Administration - US Department of Transportation <http://www.nhtsa.gov/About+NHTSA/Traffic+Techs/current/ci.The+Safely+Impact+of+Right+Turn+on+Red.+Report+to+Congress.print>

³ Lindley, J. (2008). Guidance Memorandum on Consideration and Implementation of Proven Safety Countermeasures. Federal Highway Administration. Washington, DC: U.S. Department of Transportation.



Designing roads to suit posted speed limits can help reduce the severity of pedestrian crashes.

THE IMPACT OF CRASHES

Crashes have a serious impact:

- In 2013, there were 57,883 crashes in suburban Cook County, an average of 159 crashes per day.¹
- On average, 20 crashes per day involve injuries, and 4 crashes per day involve severe injuries.

For pedestrians and cyclists, a crash involving a vehicle can be devastating.

- In 2013, there were 1,532 crashes involving pedestrians and bicyclists in suburban Cook County. This figure only takes into account reported crashes.
- In 2013, 73 percent of vehicle crashes involving a cyclist or pedestrian resulted in injury or death.²

ROADWAY DESIGNS & SAFETY

Roadway design can influence pedestrian, bicyclist, and driver behavior. Some roadway designs encourage unsafe behavior:

- Wide vehicle lanes can encourage drivers to travel at higher speeds than the marked speed limit.
- A lack of bike lanes may encourage bicyclists to ride on the wrong side of the street.
- Long distances between blocks may encourage pedestrians to cross mid-block, without a crosswalk.

Some roadway designs encourage safe behavior:

- Bump-outs at intersections slow drivers down and make pedestrians more visible.
- Bike lanes can encourage cyclists to ride on the street, in the proper direction.

A COMPLETE SOLUTION

Complete Streets can help to calm traffic, reduce speeds, decrease fatalities, and reduce injuries in crashes:

- Raised medians give pedestrians a place to stop when crossing multiple lanes. At marked crosswalks, raised medians have seen a 46 percent reduction in pedestrian crashes.³
- Streets with protected bicycle lanes have 90 percent fewer injuries per mile.⁴
- Paved shoulders reduce the number of head-on crashes between pedestrians and motorists by 15 to 75 percent, and the number of sideswipe crashes by 15 to 41 percent.⁵
- In Iowa, reducing the number of lanes from four lanes to three lanes decreased crashes by 47 percent. Reducing lanes on a road to match the land use is often called a "road diet" or road "rightsizing".⁶

Healthy HotSpot Initiative

The places we live, work, learn, worship, and play matter to our healthy and can have an impact on how long and how well we live. Healthy HotSpots are places in suburban Cook County that have implemented one or more proven strategies to encourage positive behaviors, or to protect the public's well-being. Learn more at cookcountypublichealth.org/healthy-hotspot.

¹ Illinois Department of Transportation. (2013). City and County Crash Summaries webpage. Retrieved from www.dot.il.gov/trafficsafety/summaries.html

² Ibid.

³ Lindley, J. (2008). Guidance Memorandum on Consideration and Implementation of Proven Safety Countermeasures. Federal Highway Administration. Washington, DC: U.S. Department of Transportation.

⁴ People for Bikes. (n.d.). Statistics Library/Facilities Statistics. Retrieved from: <http://www.peopleforbikes.org/statistics/category/facilities-statistics>

⁵ FHWA (n.d.). Safety Benefits of Walkways, Sidewalks, and Paved Shoulders. Retrieved from http://safety.fhwa.dot.gov/ped_bike/tools_solve/walkways_brochure/

⁶ FHWA (2010). Evaluation of Lane Reduction "Road Diet" Measures on Crashes. Retrieved from <http://www.fhwa.dot.gov/publications/research/safety/10053/>